

2004 OWYHEE RIVER COMMERCIAL USE STIPULATIONS

1. **All parties** launching at Rome or Three Forks **must register** prior to launch. If you launch above Three Forks and there is no registration box, please register at your take-out, or notify the Vale District Office or Rome Launch Site. It is highly recommended that you always contact the river specialists at Rome prior to launching.
2. **Party size** for all float groups on the Owyhee above Rome is **15** persons. Party size for all float groups below Rome is **20** persons. This includes all guides and support personnel.
3. Each permit holder will be assigned the same **launch group** as the previous year (seven groups, seven day turnaround). New permit holders will be assigned vacant launch days or assigned a new one. **The control use period is March 15 through June 15.** The control use period may be extended past June 15 for high water years when use remains heavy. There are no assigned launch dates at Three Forks. **Trips launching at Three Forks and continuing past Rome are required to pass the Rome Launch Site on the assigned group launch date or valid exchange date.**
4. **Exchange of launch dates from Rome must be approved by both permit holders and the BLM Jordan Resource Area.** Exchange of Commercial Launch Dates form must be **signed by both** companies and arrive at the Vale District Office no later than two weeks prior to the exchanged launch date. Both parties in the exchange shall relinquish and gain one date in each transaction. Exchanges are not authorized between outfitters not holding a valid Owyhee River Special Recreation Permit. **Launching from Rome or passing by Rome outside of an approved launch date will be seen as a permit violation and is subject to loss of permit privileges.**
5. **Training trips** shall be considered commercial use. All commercial use guidelines will apply.
6. Failure to submit the **Post Use Report or fee payment** within 30 days of the due dates may result in denying future Special Recreation Permits.
7. Adequate, approved **leakproof portable toilet systems** must be carried and used on all trips. Toilet system contents shall be disposed of directly into an authorized dump facility. **There are no authorized sewage dump facilities within the river corridor or at Rome Launch Site, Birch Creek Historic Ranch, or Leslie Gulch Recreation Area.** See the enclosed list of sewage dump locations.
8. All County, State, or BLM **fire closures must be followed.** When open fires are allowed, the following restrictions always apply:
 - a. **Fire pans must be carried** and used on all trips.
 - b. Rock fire-rings shall not be constructed.
 - c. All unburned contents of fire pan shall be removed and carried out of the canyon. Unburned wood shall be carried to the next campsite and burned or carried out of the canyon.
 - d. Bring your own fuel, or use driftwood that is down and dead. **Do not cut or destroy standing vegetation, even if it is dead.**
9. **Kitchen waste water shall be strained** to remove food particles. Particles shall be carried from the canyon with all other refuse. Strained kitchen and personal hygiene water shall be dumped in porous ground well above the high water mark and at least 100 feet from camping areas. **Do not use any kind of soap or detergent within 100 feet of side streams or springs.**

10. **Motorized** (including electric) **water craft are prohibited above mile 55.** Motorized water craft use boundary is signed on both sides of the river.
11. **Camping at Rye Grass Hot Springs Camp**, river left, river mile 24 and **Greely Bar Hot Springs Camp**, river left, river mile 44 is **limited to one night.** Camping is prohibited within 200 feet of any hot springs.
12. **Aircraft landing** within the Wild and Scenic Corridor is strictly prohibited.
13. Failure to observe **posted regulations** at any launch site is prohibited.
14. Camping on any area posted as “**Closed**” to that use is prohibited.
15. **Discharging a firearm** into or from any area posted no shooting or safety zone, or in violation of State law is prohibited.
16. **The permittee shall comply with all Federal, State, and local laws, ordinances, regulations, orders, postings, or written requirements applicable to the area of operations covered by the Special Recreation Permit.** The permittee shall ensure that all persons operating under the authorization have obtained all Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, or spectators under the permittee’s supervision.
17. A Special Recreation Permit authorizes special uses of the public lands and related waters and, should circumstances warrant, the **permit may be modified by the BLM** at any time, including the amount of use. The authorized officer may suspend a SRP if necessary to protect public resources, health, safety, the environment, or noncompliance with permit stipulations.
18. **No value shall be assigned to or claimed for the permit,** of for the occupancy or use of Federal lands or related water granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.
19. **The permit does not create an exclusive right of use of any area** by the permittee. The permittee shall not interfere with other valid uses of the Federal land by other users. The United States reserves the right to use any part of the area for any purpose.
20. **The permittee or permittee’s representative may not assign, contract, or sublease any portion of the permit** authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee’s operations. Such contracting should not constitute more than half the required equipment or services for any one trip and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.
21. **All advertising and representations made to the public and the authorized officer must be accurate.** Although the addresses and telephone numbers of the BLM may be included in

advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special Federal user's tax. The permittee must furnish the authorized official with any current brochure and price list if requested by the authorized official.

22. **The permittee must assume responsibility for inspecting the permitted area** for any existing or new hazardous conditions -- e.g., trail and route conditions, land slides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous wildlife, or other hazards that present risks for which the permittee assumes responsibility.
23. In the event of **default on any mortgage or other indebtedness**, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permit.
24. **The permittee cannot**, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as neatly as possible to pre-existing conditions.
25. **The permittee must present or display a copy of the Special Recreation Permit** to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.
26. **The authorized officer**, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operators, employees, or agents for up to 3 years after expiration of the permit.